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**SECOND LEASE AMENDMENT
BETWEEN
THE PORT OF PORTLAND
AND
BENSON INDUSTRIES, INC.**

THIS SECOND LEASE AMENDMENT ("Amendment No. 2") effective as of July 1, 2001, is entered into by and between THE PORT OF PORTLAND, a port district of the State of Oregon (the "Port") and BENSON INDUSTRIES, INC. ("Lessee").

RECITALS

A. The Port and Lessee executed a Lease of Land and Improvements at Terminal 1 dated effective October 29, 1998 (Port Lease No. 98-187), as amended by First Lease Amendment dated effective April 6, 2000 (as amended, the "Lease").

B. The Port and Lessee desire to supplement, modify and amend the Lease to provide for Lessee to pay all property taxes owed under the Lease directly to the applicable taxing authority.

NOW, THEREFORE, the parties, intending to be legally bound by the terms and conditions contained in this Amendment No. 2 and in consideration of the mutual covenants set forth below, agree as follows:

AGREEMENT

1. TAXES

Section 3.3 of the Lease is hereby deleted and the following provision is substituted therefor:

3.3 Property Taxes

Lessee agrees to pay before due all taxes, assessments, user fees and other charges, however named, which on or after the Effective Date and before the expiration of this Lease may become a lien or which may be levied by the state, county, city, district or any other body upon the Premises or Improvements, or upon any interest of Lessee acquired pursuant to this Lease, or any possessory right which Lessee may have in or to the Premises or the Improvements thereon by reason of its occupancy thereof, as well as all taxes, assessments, user fees or other charges on all property, real or personal, owned by Lessee in or about said Premises (collectively, "Taxes"), together with any other tax or charge levied wholly or partly in lieu thereof. If available by law, rule or order of the taxing authority, Lessee may, but only with the Port's prior written consent, make payments in installments. To the extent that Lessee qualifies for tax-exempt status, Lessee may apply for such exemption; however, unless an exemption is obtained, Lessee shall pay all Taxes due under this Section. Lessee may contest the validity of an assessment against the Premises so long as Lessee deposits with an escrow agent approved by the Port, with irrevocable instructions to pay such funds to the taxing authority upon written instruction from the Port, sufficient funds to satisfy any amount determined to be owing at the conclusion of the proceeding to contest the assessment. Not later than



ten (10) days after the date any Tax is due, Lessee shall give to the Port a copy of the receipts and vouchers showing payment has been made as required by this Section. In the event that Lessee fails to pay Taxes on or before their due date, then, in addition to all other remedies set forth in Section 10.2, the Port shall automatically have the right, but not the obligation, to pay the Taxes and any interest and penalties due thereon, with no notice to Lessee and Lessee shall immediately reimburse the Port for any sums so paid. Lessee understands that the Premises are exempt from property taxes until leased to a taxable entity. **In the event that the term of this Lease ends after the end of any tax year, Lessee, unless exempt, shall be responsible for payment of property taxes for the entire tax year without proration, or, in the event of any change in property tax law, for any taxes due under such law (currently the tax year runs from July 1 to June 30).** Lessee agrees that Multnomah County, Oregon, is an intended third party beneficiary of Lessee's obligation, if any, under this Lease to pay taxes owed to Multnomah County, and that Multnomah County may enforce such obligation directly, by an action for a money judgment, without affecting any right or remedy available under this Lease or otherwise. See the Notice to Tenants attached to this Lease as Exhibit F.

2. ESTIMATED TAX PAYMENTS

All references within the Lease to the term "Estimated Tax Payment" are hereby deleted, and Lessee shall no longer be obligated to pay any Estimated Tax Payment to the Port.

3. TAX PAYMENTS FOR CURRENT TAX YEAR

Notwithstanding the foregoing Sections 1 and 2 of this Amendment No. 2, Lessee shall be responsible for payment to the Port of all property taxes due for the 2001/2002 tax year (July 1, 2001 through June 30, 2002). Through June, 2001, Lessee has paid to the Port \$25,344.00 in Estimated Tax Payments. When the tax bill for the 2001/2002 tax year is received by the Port, the Port will pay the tax bill and Lessee shall immediately pay to the Port the difference between the tax bill and the above Estimated Tax Payments amount received by the Port.

4. SAVINGS CLAUSE

Except as expressly modified by this Amendment No. 2, the Lease shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the date set forth above.

BENSON INDUSTRIES, INC.

PORT OF PORTLAND

By: [Signature]

By: [Signature]

Title: Treasurer

Title: Executive Director

APPROVED AS TO LEGAL
SUFFICIENCY FOR THE PORT OF
PORTLAND

By: [Signature]
Counsel for the Port of Portland

EXHIBIT "F"

NOTICE TO TENANTS

Dear Tenant:

As you are aware, your agreement with the Port of Portland requires you to pay all property taxes assessed against the property you occupy. The Port of Portland and Multnomah County take this obligation seriously and will strictly enforce it. If taxes are not paid promptly when due, the Port may pursue remedies for default, including termination of your agreement. Multnomah County may also pursue a collection action for unpaid taxes.

Property tax statements are sent by Multnomah County each November. If you wish to have your property tax statements sent to a different address, please contact the Multnomah County Division of Assessment and Taxation at:

Multnomah County Assessment & Taxation
P.O. Box 2716
Portland, Oregon 97208